

STATE OF SOUTH CAROLINA
COUNTY OF



Complainant,

vs.

Old Chapin Investments, LLC
William F. Smith, member
3936 Sunset Blvd.
West Columbia, SC 29169

Respondent.

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. H-3-15-002
HUD No. 04-15-0839-9

CONCILIATION AGREEMENT

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus William F. Smith (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on July 21, 2015 by Complainant against Respondent alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended.

I. CASE SYNOPSIS

The complainants resided in [REDACTED] which is a multifamily complex. The complainants identified themselves as Hispanics of dark complexion. On March 1, 2015, their apartment complex caught fire and their unit was completely destroyed. The night of the fire the complainants were approached by Respondent Etman who informed them there were only two rooms available at the local hotel, in which she had placed two other families. She told the complainants they would have to find somewhere for the night and get back with her the next day. Complainant [REDACTED] told the property manager there was more than one hotel in Lexington and asked why could she not get a room for them at a different hotel, but stated Respondent Etman just walked away. The complainants explained they are the only minority family in the complex and only the White families were placed in a hotel the night of the fire. The complainants stated in the midst of the confusion they were not aware the Red Cross was available that night. However, the next day they were informed by a representative for the Red Cross that their records indicated Respondent Etman declined their service and told the Red Cross the complainants did not need their assistance. On March 3, 2013, the complainants returned to the site attempting to salvage what they could when Respondent Smith approached the complainants and told them, he could have some Mexicans that work for him come and help them pick through their things.

The respondent, Old Chapin Investments, LLC by William F. Smith, III submitted a response to the complaint on 9/21/2015 which is as follows:

1. Apartment D-1 was destroyed by fire on March 1, 2015 due to unattended cooking by the Complainant. Terrie Etman, an employee of WS Commercial Real Estate, LLC, offered a room to Brown and Tifre first and told them that there were only two rooms available that first night. They told Terrie they would stay with family.

Conciliation Agreement

[REDACTED] v. William F. Smith
October 22, 2015

2. There were only two rooms available at the Value Inn Motel and only one of the tenants who was displaced by the fire elected to take a room on the night of March 1, 2015. The two other tenants who did not take a room on March 1, each took a room at the Hampton Inn provided by us on March 2, 2015. This included [REDACTED].
3. We have owned Lakeland since 1976 and there has never been a time where there were no minority families in the apartment complex. On March 1, 2015 there were other minority families living in the complex. (Rent Rolls available upon request)
4. Neither [REDACTED] or I ever had any contact with the Red Cross.
5. I did offer to bring in my maintenance personnel to help [REDACTED] and [REDACTED] salvage some of their items.
6. I did not in any way discriminate against [REDACTED] and [REDACTED] because of their national origin or color, but agree to settle the claim in the underlying action by entering into this Conciliation Agreement.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case #11-3-15-002/HUD Case #04-15-0839-9 through the effective date of this agreement. The Commission and the Charging Party will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of Lakeland Apartments, 201 Old Chapin Road, Lexington, SC 29072.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Agreement.

Conciliation Agreement

[REDACTED] . William F. Smith
October 22, 2015

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any wrong doing or any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondent agrees to comply with all Federal and State Housing Laws.
- B. Respondent agrees to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to attend Fair Housing training provided by the South Carolina Human Affairs Commission with six months from the date of the signed agreement.
- B. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims, causes of action or demand which may be raised on account of the matters raised herein both now and in the future.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-compliance.

- B. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

Conciliation Agreement

October 22, 2015

William F. Smith

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Fair Housing Director
1026 Sumner Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SCHAC and HUD case numbers, which are as follows:

SCHAC No. H-3-15-002

HUD No. 04-15-0839-S

VII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted Signature]

11/10/15
(Date)

[Redacted Signature]

11/10/15
(Date)

William F. Smith, Respondent

11/4/15
(Date)

[Redacted Signature]

11.10.2015
(Date)

Approved on Behalf of the Commission

Raymond Buxton II, Commissioner

11-12-15
(Date)